



Saint-Louis Forts
and Châteaux
National Historic Site



Request for Proposal

**Occupation of the Princess Louise
Kiosk for the purpose of operating
a light food service and a slide on
Dufferin Terrace**

Request for Proposal Number:

Parcs Canada-B23-0701

Closing Date: February 3, 2023

4:00 p.m



Parks
Canada

Parcs
Canada

Canada

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1.0 INTRODUCTION AND BACKGROUND

1.1 Invitation to Proponents

Parks Canada is looking for high-quality visitor services that will complement or enhance the service offer of the Saint-Louis Forts and Châteaux National Historic Site and the Dufferin Terrace, which are an integral part of the Fortifications of Québec National Historic Site, a UNESCO World Heritage Site located in the heart of the Historic District of Old Québec. Dufferin Terrace offers its more than 2,200,000 visitors a year the experience of one of the most beautiful promenades in the world and a breathtaking view of the St. Lawrence River. The spirit of the place, its essence and its romanticism cultivate the reputation and the art of living of Old Québec.

Built in 1878-1879 and marking the urban landscape for more than a century, this belvedere is adorned with five kiosks and a lacy wrought iron balustrade. Located in the upper part of Quebec City, adjacent to the prestigious Fairmont Le Château Frontenac, the terrace is undoubtedly the icon of Quebec City.

Since its creation, the terrace has been used primarily as a promenade. Today, people come here to enjoy the scenery, take a stroll, enjoy the passage of time, use the slide in winter, and appreciate its unique history. The essence of the place is its authenticity, its quietness, the beauty of its views and its character as a place for social interaction.

This Request for Proposal (RFP) process is an invitation to business people and interested parties to submit proposals to Parks Canada, alone or in partnership, to lease the site and operate a light food service in the Princess Louise Kiosk (excluding the music kiosk, located on top of the kiosk), as well as operate the Dufferin Terrace slide in the winter.

The proposed Lease is for a term of five years with two possible extensions of two additional years each. The Lease will run from April 1, 2023, to March 31, 2028, and may be extended to March 31, 2032.

Businesses, organizations and individuals will have limited access to the site between April 1 and April 30, 2023, or later as Parks Canada is planned be working on the interior of the Princess Louise Kiosk, specifically the floor.

The proposal submitted may not include any other services in addition to the basic services that are required.

Parks Canada, at its sole discretion, reserves the right to approve final selections, to accept or reject any proposal, and to cancel or terminate this initiative without obligation or notice.

1.2 Parks Canada

Parks Canada is a separate agency within the Government of Canada, and its responsibilities stem from legislation. The Chief Executive Officer of Parks Canada reports directly to the Minister of Environment. Parks Canada manages 47 national parks and national park reserves, 171 national historic sites – including nine historic canals – and five national marine conservation areas on behalf of Canadians. Parks Canada is a proud steward of these heritage places, protecting and presenting them for the enjoyment and appreciation of all Canadians, while ensuring that they remain unimpaired for present and future generations. More than 20 million people visit this network of national gems each year.

For more information about Parks Canada, the Fortifications of Québec and Saint-Louis Forts and Châteaux visit our websites at:

<https://www.pc.gc.ca/en/index>

<https://www.pc.gc.ca/en/lhn-nhs/qc/fortifications>

<https://www.pc.gc.ca/en/lhn-nhs/qc/saintlouisforts>

1.3 Objectives of Parks Canada

The Princess Louise Kiosk and the slide are significant elements associated with Dufferin Terrace, a prestigious and busy tourist landmark. The purpose and quality of operations for these properties is intrinsically linked to the experience on the terrace, its branding as well as its public enjoyment. Therefore, for the operation of these sites, Parks Canada is seeking proposals:

- that harmonize and integrate with the spirit of the place and that are in line with the quality of all the activities currently offered.
- that comply with the safety standards in effect in both the *National Building Code* and the *Fire Code*, and with applicable regulations.

1.4 About the Princess Louise Kiosk and the Terrace Slide

The Princess Louise Kiosk, located at the foot of the Château Frontenac, has been operating as a light food service, dairy bar, and café for several years. The interior of this kiosk, including the basement storeroom, has a usable area of 145 square metres.

Located right next to the Princess Louise Kiosk in the western sector of the terrace, the 250-metre-high historic wooden slide is one of Québec's most popular winter attractions. This unique and prized product has been part of Québec's winter landscape for over 100 years.

Proposals received should take into account the winter operation of the slide. The period of operation of the terrace is at the discretion of the Lessee, but shall at a minimum, be in operation annually between December 20 and February 20, depending on the weather conditions, and shall respect the municipal regulations to that effect, as well as the rules of operation to ensure the protection of the terrace. The operation of the slide may be carried out in partnership or by subcontracting, provided that this possibility is clearly defined in the proposal submitted.

No other services in addition to the basic services required herein will be accepted.

2.0 LEASE

Parks Canada will issue a Lease to the successful Proponent to allow them to use the Princess Louise Kiosk and slide to provide high quality services to local and international visitors. Here is the Lease and its general conditions which will have to be signed by the successful Proponent.

"THIS LEASE IS A DRAFT AND IS SUBJECT TO MINOR CHANGES DEPENDING ON THE PROPOSAL THAT IS SELECTED."

LEASE

Between

**HIS MAJESTY THE KING IN RIGHT OF CANADA
REPRESENTED BY THE MINISTER OF THE ENVIRONMENT
ACTING FOR THE PURPOSE OF PARKS CANADA AGENCY
(hereinafter referred to as the “Lessor” or “Parks Canada”)**

and

**[NAME OF COMPANY/CORPORATION/INDIVIDUAL]
(hereinafter referred to as the “Lessee” or the “Company”)**

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2.1 LEASE

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the Minister of the Environment, acting for the purposes of Parks Canada Agency, located at 200 Sacré Coeur Boulevard, 3rd Floor, Gatineau, Quebec, K1A 0H3, which is duly authorized by the *Federal Real Property and Federal Immovables Regulations (SOR/92-502)* and represented by [NAME OF SUPERINTENDANT]. N, Superintendent of the Quebec Field Unit, pursuant to an authorization under seal issued by the Minister of the Environment on the sixth day of August, two thousand and twenty-one (06/08/2021), a copy of said authorization is appended hereto as Appendix "A"

hereinafter referred to as the "Lessor" or "Parks Canada,"

AND

NAME OF THE ORGANIZATION, a corporation legally incorporated under the *Canada Business Corporations Act*, having its head office at [street number] [street name], in [city], province of Quebec, [postal code], represented herein by [NAME OF REPRESENTATIVE], [title], duly authorized for the purposes hereof by a resolution of the Board of Directors dated [date in letters] (XX/XX/XXXX), a copy of which is appended hereto as Appendix "B," having been acknowledged as true by the representative;

hereinafter referred to as the "Lessee" or the "Company,"

WHICH PARTIES, for the purposes of entering into the lease that is the subject of this document, declare as follows:

WHEREAS the Lessor owns the Leased premises and wishes to rent the ground floor of the Princess Louise Kiosk (excluding the bandstand) for the operation of a Light Food Service as well as the winter operation of the slide located close to the Dufferin terrace, Saint-Louis Forts and Chateaux National Historic Site, in Québec City, as per the stipulations and conditions mentioned hereinafter;

WHEREAS the Lessee has provided a proposal pursuant to the call for proposal PARCS CANADA XXX published by the Lessor, that he had the best proposal and that his proposal was retained to provide the Light food services on the ground floor of the Princess Louise Kiosk (excluding the bandstand) as well as the winter operation of the slide.

WHEREAS the Lessee has submitted a proposal to rent the ground floor of the Princess Louise Kiosk (excluding the Bandstand) in order to provide the Light Food Service s as well as the winter operation of the slide located on the Dufferin Terrace, Saint-Louis Forts and Chateaux National Historic Site, in Québec City, and asks the Lessor permission to occupy the Leased premises;

WHEREAS the Lessee and the Lessor wish to record in writing the terms and conditions of their agreement;

NOW THEREFORE, IN CONSIDERATION OF THE RENTS, UNDERTAKINGS AND CONDITIONS SET OUT HEREIN, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 DEFINITIONS

In this Lease, unless the context otherwise indicates, the following words or phrases shall have the following meanings:

- 1.1 “**Lease**” and the expressions “**this document**,” “**this Lease**,” and other similar expressions mean this Lease and the attached appendices, as amended from time to time in accordance with the provisions of this document;
- 1.2 “**Lessee’s Property**” means all structures, fixtures, installations, works and improvements erected by the Lessee on the Leased Premises and owned by the Lessee, and all other property of the Lessee of whatever nature located on the Leased Premises;
- 1.3 “**Effective Date**” means the date of signing in accordance with article 4 of this Lease;
- 1.4 “**Superintendent**” means the Superintendent of the Parks Canada Quebec Field Unit, or any person authorized to act on the Superintendent’s behalf;
- 1.5 “**Lessor’s Equipments**” means the items identified in Appendix “D” to this Lease owned by the Lessor;
- 1.6 “**Lessee’s Equipments**” means the items identified in Appendix “F” to this Lease owned by the Lessee;
- 1.7 “**Legal Requirements**” means all applicable Acts, regulations, orders in council, statutes, charters, by-laws, orders, requirements, codes, rules, recommendations, standards, conditions, notices or directives issued by a federal, provincial, municipal or other authority;
- 1.8 “**Leased Premises**” collectively means Princess Louise Kiosk (excluding the Bandstand) as well as the Dufferin Terrace slide, hereinafter described in clause 2.2 and as more fully shown on the documents attached as Appendix “C” which documents shall be updated from time to time by the parties in accordance with this Lease;
- 1.9 “**Lessee**” means [name of Lessee], and the Lessee’s successors and assigns;
- 1.10 “**Lessor**” means His Majesty the King in right of Canada as represented by the Minister of the Environment acting on behalf of the Parks Canada Agency, and the Lessor’s assigns
- 1.11 “**Minister**” means the Minister of the Environment or any person authorized to act on behalf of the Minister of the Environment;
- 1.12 “**Parks Canada**” means the Parks Canada Agency;
- 1.13 “**Gross Annual Income**” means total income, before taxes, from the [specify type of operation] and related business activities in accordance with the principles of accrual accounting.
- 1.14 “**Operating Season**” means the annual period agreed upon by the Lessee and the Lessor during which the Lessee may operate its business. This period shall be from [start date] to [end date];
- 1.15 “**Light Food Service**” means a service offering prepared foods or short preparation (ice-cream, sandwiches, chocolates, pastries, coffee, etc.) and without frying;

ARTICLE 2
LEASED PREMISES AND USE OF PREMISES

2.1 Lease

Subject to the terms and conditions in this Lease and pursuant to the undertakings and obligations of the Lessee, the Lessor hereby leases to the Lessee, who accepts, the Leased Premises as well as Lessor's Equipments as described in clause 2.2 of this Lease and listed in Appendix "C and D".

2.2 Description of Leased Premises

The Leased Premises are located in the city of Québec in the province of Quebec, and are recognized as part of Lot ONE MILLION TWO HUNDRED TWELVE THOUSAND FOUR HUNDRED AND SIXTY NINE (1 212 469) in the cadastre of Quebec, Registration Division of Québec. They form part of the Saint-Louis Forts and Châteaux National Historic Site and are depicted in more detail on the plan attached hereto as Appendix "C" as well as the Lessor's Equipments described in Appendix "D".

The Lessor reserves the right to conduct a survey at any time to confirm the area occupied by the Lessee, and to make any necessary adjustments to the Rent.

2.3 Condition of Leased Premises

The Lessee accepts the Leased Premises in the condition in which they are as of [date in letters] ([date in numbers]) and certifies that the Lessee has seen and examined and is satisfied with the Leased Premises.

2.4 Use of Leased Premises

Subject to the terms, conditions and undertakings of this Lease, the Lessee shall use the Leased Premises exclusively for purposes of :

- 1- The operation of a Light Food Service (without frying) substantially compliant to the description submitted during the call for proposals process and attached to the Lease as appendix "E"
- 2- The operation of the Dufferin Terrace slide (including the slide ticket kiosk);
- 3- Provide services that are consistent with and integrated into the spirit of this iconic place and that adhere to Parks Canada's high quality standards and brand image, while paying particular attention to environmentally responsible practices.

At all times, the Lessee must use the Leased Premises in a prudent and diligent manner, taking care to ensure that its activities or practices are not likely to discredit or adversely affect the Lessor's mandate, or adversely affect the use or compromise the safety of the Leased Premises.

The Lessor must not use the Leased Premises for other purposes, unless expressly agreed to in writing by the Lessor. Prior written consent from Parks Canada is required for any special event, access to the Leased Premises or use of Parks Canada lands and facilities other than as provided in this Lease. The Lessee shall complete the form provided by the Lessor for this purpose.

The Lessee acknowledges having been informed that the Leased Premises are recognized as having high heritage value. Accordingly, it is specifically agreed between the parties that the Lessee may not, at any time, excavate or move soil without prior written instructions from Parks Canada. Where such work is carried out, the Lessee shall comply with all specific requirements established by the Lessor with respect to the protection of cultural resources, including archaeological survey of the excavation work, and shall assume all costs related to that supervision.

When excavating or moving soil, the Lessee agrees to comply with Parks Canada guidelines and/or applicable best practices and measures for the management of excavated material and contaminated soil.

The Lessee's business shall fit and harmonize with the environment and spirit of the Saint-Louis Forts and Châteaux National Historic Site.

ARTICLE 3 **RENT AND OTHER CONSIDERATIONS**

In addition to all of the undertakings and obligations set forth herein, this Lease is granted in consideration of a rent consisting of an annual base amount and a percentage of Lessee's Gross Annual Income, collectively referred to as "Rent", set forth as follows:

3.1 Annual base amount

The Rent's annual base amount for the first five year's of the Lease is established at FORTY SEVEN THOUSAND SEVEN HUNDRED (\$47 700) DOLLARS.

In the event the Lessor grants the Lease extension according to conditions established in section 4, the Rent's annual base amount shall be increased by multiplying it by the adjustment rate obtained by adding the annual consumer price index (CPI) rate of the first five years of the Lease and dividing it by 5 (ex : $CPI\ year\ 1 + year\ 2 + year\ 3 + year\ 4 + year\ 5 / 5 = \text{adjustment rate}$).

For each and every year of the Lease starting on April 1st and ending on Mach 31st, including any confirmed extension, the Lessee shall pay the Rents annual base amount according to the following schedule and percentages :

June 1st	34.25 %	of the annual base amount
September 1st	56.75	of the annual base amount
December 1st	4.5 %	of the annual base amount
March 1st	4.5 %	of the annual base amount

3.2 Percentage on Gross Annual Income

This Lease is also granted in consideration of a percentage base rent or an amount equal to XXX per cent ____% (minimum 8%) of Lessee's Gross Annual Income for each year of the Lease, established from the 1st of April to the 31st of March.

The percentage of annual Gross Revenues will be payable quarterly of each year of this lease

In addition to the rent, the Lessee must pay all applicable taxes.

In the event of a delay in the payment of the amounts owed, Parks Canada reserves the right to claim interest on all outstanding amounts pursuant to the *Interest and Administrative Charges Regulations*.

The cheques shall be made payable to the Receiver General for Canada and delivered to the Superintendent at the address set out in article "17" of this document.

3.3. Accounting records and financial statements

The Lessee must keep accounting records in accordance with the accounting standards generally accepted in Canada; these records must provide an accounting of operations (earnings and expenses) associated with this rental and clearly indicate the profits generated for the period.

No later than SIXTY (60) DAYS following the end of each Lease year the Lease, the Lessee must submit to the Lessor a copy of the financial statements corresponding to the operations entered in the accounting records.

If deemed relevant, the Lessor may require audited financial statements at the Lessee's expense.

For audit purposes, the Lessor or an authorized representative may, at any reasonable time, examine the accounting documents concerning the operation of a Light Food Service (without frying) as well as the operation of the Dufferin Terrace slide (including the slide ticket booth) on the Leased Premises.

All the accounting records and supporting documents must be kept by the Lessee for a period of five (5) years, i.e., the current year plus the last four (4) years.

During the last five (5) years of this Lease and at any time after its termination, the Lessor may disclose the total Gross Annual Income declared by the Lessee for each year of this Lease for the purposes of any future tendering process.

ARTICLE 4 **TERM OF THE LEASE**

4.1 Initial term

Despite its date of signature, this Lease is for a term of FIVE (5) years commencing on the first day of the month of April, two thousand twenty three (2023), and ending on the thirty-first day of the month of March, two thousand twenty eight (2028).

Despite the foregoing, the Lessee may only operate its business during the Operating Season.

If the Lessee wishes to operate prior to the scheduled start date of the Operating Season, the Lessee must submit a written request to Parks Canada at least ONE (1) month in advance. Parks Canada reserves the right to refuse this request without justification.

4.2 Option to extend

Provided that the Lessee is not in default of any of its undertakings and obligations, the Lessor, at its sole discretion, may grant to the Lessee an option to extend the Lease for two (2) additional periods of two (2) years, on the same terms and conditions as in this Lease, with the exception of this option to extend and subject to the rent provided for in article 3, which may be revised upward in accordance with the real property policies of His Majesty the King in right of Canada in effect at the time of the option to extend.

The Lessee must notify the Lessor in writing, six (6) months prior to the end of the Lease or the end of the first two (2) year option, of its intention to exercise the option to extend for an additional two (2) years. Following receipt of such notice by the Lessor, and if the Lessor agrees to extend the Lease, the parties shall have three (3) months to enter into an amended lease agreement establishing the amount of the rent pursuant to Article 3.

4.3 No tacit renewal

If, upon expiration of this Lease, the Lessee continues to occupy the Leased Premises without opposition by the Lessor, such extended occupation is deemed to be a month-to-month extension of the Lease and all terms and conditions of the Lease shall apply, with the necessary adaptations, subject, however, to the right of either party to terminate such tenancy with written notice to the other

party of no less than six (6) months. Despite the provisions of the *Civil Code of Québec*, the parties agree that the application of this clause shall not be deemed tacit renewal of the Lease.

ARTICLE 5 **REPAIRS, MAINTENANCE AND IMPROVEMENTS**

5.1 Maintenance and repair of the Leased Premises

5.1.1 Subject to clause 5.1.4, the Lessor shall be responsible throughout the term of the Lease for any urgent and necessary repairs to on the Leased Premises, except for maintenance repairs that shall be made by and at the expense of the Lessee in accordance with clause 5.1.3 of this Lease.

5.1.2 The Lessee must, without reimbursement of the rent or other expenses for inconvenience or loss of income, agree to the repairs carried out by the Lessor in accordance with article 5 of this Lease.

5.1.3 The Lessee must, at all times and at its own expense, maintain the Leased Premises and Equipment in good condition, as a prudent and diligent owner would. The Lessee is responsible for carrying out, at its own expense, all repairs necessary or useful for the effective use of the Leased Premises and the Equipment. Any repairs or alterations necessary or useful for the effective use of the Leased Premises must be carried out to the satisfaction of the Lessor, notably in accordance with such recommendations as the Lessor may make to the Lessee at the appropriate time.

5.1.4 Notwithstanding any provision of the present article, the Lessee agrees to repair or replace, at its own cost, all or part of the Leased Premises and Lessor's Equipments damaged or destructed, during the commercial operations related to the Lease, by the Lessee, its employees of representatives during the term of the Lease.

5.2 Improvements and alterations

5.2.1 The Lessee shall not make any alterations, additions or improvements of any kind to the Leased Premises unless plans and specifications have been submitted to the Lessor in advance and the Lessor has given written consent. The Lessee shall complete the form provided by the Lessor for this purpose. The Lessee shall be responsible for all costs incurred in connection with such alterations, additions or improvements. The Lessor is relieved of all liability arising from any work that the Lessee is authorized to carry out pursuant to this clause.

5.2.2 The Lessee undertakes to install and maintain any improvements in a safe manner.

ARTICLE 6 **SERVICES**

6.1 Water, electricity, heating and ventilation

The Lessor shall provide the Lessee with hot and cold water, electricity, ventilation and heating services as are necessary to meet Lessee's normal and customary needs at the Leased Premises.

The Lessee will be able to stock up on water for all its operations from the Princess Louise Kiosk as well as at the base of the slide. The Lessee will be responsible to protect the water supply source from freezing and any damages that might result.

6.2 Telephone, Internet and cable television

The Lessee must, at its own expense, arrange to obtain telephone, Internet access and cable television services in the Leased Premises, including all the expenses related to the installation of the necessary equipment.

The cost of electricity and all other services and any applicable taxes shall be paid directly by the Lessee to the service providers. The Lessor is not responsible for the supply of electricity or services.

In addition, the Lessee shall provide the Lessor, [indicate when], with a description and complete and current plan and estimates for the services to be provided to its building.

ARTICLE 7 **ACCESS TO THE LEASED PREMISES**

7.1 The Lessor reserves, on the Leased Premises, for the full term of this Lease, all the necessary or useful rights to carry out inspections, work and/or maintenance repairs on the Leased Premises in a manner that causes the minimum possible adverse impact on the enjoyment of the Premises by the Lessee.

Except in emergencies, the Lessor undertakes to notify the Lessee within a reasonable period of time of any inspections, work and/or repairs that could affect the Lessee's operations, without reimbursement of rent or other charges for inconvenience and loss of income, and the Lessor is relieved of all liability.

7.2 The Lessor is not responsible for any detours, works or street closures by the city or other proponents that may prevent access to the Leased Premises. It is the responsibility of the Lessee to stay informed of the accessibility of access points.

7.3 Accessing the Leased Premises with a car is strictly prohibited. The access ramp located at the end of des Carrières street can be accessed Monday through Friday, between 9:30 and 10:30 am, and strictly for delivery of merchandise. The use of the access ramp, by the Lessee, at any other time is strictly prohibited. Considering the latter, supply of merchandise to the Leased Premises could also be done by des Carrières street and merchandise delivered from the vehicle to the Leased Premises manually.

7.4 The Lessee acknowledges having been informed of the presence of equipment and infrastructure belonging to public utility companies and Crown corporations as well as to the city of [Name city] on, beneath or near the Leased Premises. The Lessee must, at all times, grant a right of way to such authorities for the purpose of servicing, maintaining and repairing their equipment and infrastructure. The Lessee must, at its own expense, take all steps necessary to avoid interfering with or harming the operation and functioning of such services. Where applicable, it shall be the responsibility of the Lessee to obtain, at its own expense, the required approvals from the authorities and companies concerned before proceeding with any work whatsoever that could directly or indirectly affect said services and to comply, where applicable, with any conditions that may be imposed by the authorities or companies concerned.

ARTICLE 8 **TAXES**

The Lessee shall pay all taxes, levies and assessments of any nature whatsoever that are past due or fall due throughout the term of the Lease and that may be legally imposed on the Leased Premises or on any portion of the Leased premises, including municipal and school taxes.

ARTICLE 9

REPAIR, LIMITATION OF LIABILITY, INDEMNIFICATION AND INSURANCE

9.1 Repair

9.1.1 The Lessee shall notify Lessor of any damage or injury to the Leased Premises or Lessor's property or to any structure or work on, under or over the Leased Premises as soon as it occurs.

9.1.2 Lessee shall repair, at its own expense, within a reasonable time, to the satisfaction of Lessor, any damage or injury to the Leased Premises or to the property of Lessor or to any structure or work on, under, over or about the Leased Premises provided such damage or injury was caused by the fault of the Lessee or its servants and agents acting in the course of their duties or employment or by the fault of its contractors or of any person permitted access by the Lessee or was caused by the independent act of the property in the Lessee's custody.

9.1.3 If such damage or injury is not remedied by the Lessee within a reasonable time, having regard to the nature of the work required, the Lessor, after thirty (30) days following a notice of default sent to the Lessee to that effect, may remedy or cause to be remedied such damage or injury at the Lessee's expense, and the Lessee shall reimburse the Lessor, upon demand, without delay and upon receipt of supporting documents, for all expenses incurred and all costs related thereto or arising therefrom. An administration fee of fifteen percent (15%) of the amounts paid by the Lessor under this paragraph shall be paid in addition by the Lessee.

9.2 Limitation of liability

9.2.1 Unless caused directly by the intentional misconduct or gross negligence of the Lessor, or its servants and agents as defined under the *Crown Liability and Proceedings Act*, R.S.C. 1985, c. C-50 (hereinafter referred to as the "Act"), acting within the scope of their duties or position, the Lessor is in no way liable for the damage or injury, other than physical or moral, whatever its nature, that may have been sustained by the Lessee, one of its employees or representatives or by any person for whom it may be held liable, just as the Lessor is in no way liable for damage, injury or loss to the property belonging to, or under the control or the care of, the Lessee, its employees and representatives or to any person for whom it may be held liable when such property is located on, below or above the Leased Premises or in the vicinity thereof in exercising the rights granted hereunder including, but without limiting the generality of the foregoing, the constructions, structures, equipment, materials, supplies, goods, movables and vehicles of any kind.

9.2.2 The Lessee accepts the Lessor's limitation of liability, and in light of the foregoing, waives any claim the Lessee may have or any legal action that it may institute against the Lessor, its servants and agents, as defined in the Act, in the course of their duties or employment or against any person for whom the Lessor may be held liable.

9.3 Indemnification

9.3.1 At any time, upon the Lessor's request, the Lessee must indemnify and save and hold harmless the Lessor, its servants and agents as defined in the Act, in respect of any costs or damages or any claim, demand, loss, action, proceeding or other pleading instituted or that could be instituted by anyone whomsoever with respect to any act, conduct or omission of the Lessee, its servants, agents and contractors or of any other person who may be on the Leased Premises under this Lease, and more specifically, but without restricting the generality of the foregoing, resulting from any breach or any default of performance by the Lessee hereunder or from any accident or incident that may occur in the course of this Lease on the Leased Premises in relation to the activities of the Lessee. This obligation will survive the expiry or termination of this Lease, for any cause or event that begins before its expiry or termination.

9.4 Insurance

9.4.1 Throughout the term of this Lease or any renewal thereof and for any other period during which the Lessee occupies the Leased Premises, the Lessee must secure and maintain, at its own expense, the following insurance coverage, issued by recognized insurers licensed under the laws of the Province of Quebec, which must have provisions that are acceptable to the Lessor:

9.4.1.1 A general liability insurance policy of not less than FIVE MILLION dollars (\$ 5 000 000) for any one occurrence or series of occurrences due to any one cause;

9.4.1.2 An “all risks” insurance policy against fire and other risks generally covered by such a policy, for an amount corresponding to the full replacement value of all property owned by the Lessee or for which the Lessee is responsible under this Lease, including equipment, or installed by or on behalf of the Lessee. The minimum amount of such insurance shall be FIVE MILLION dollars (\$ 5 000 000)

9.4.1.3 Any other insurance that may be reasonably required by the Lessor and that a prudent owner would obtain.

9.4.2 The policies described above must name the Lessor as additional insured, and each policy must include a severability of interests clause and a cross liability clause. All policies must include the insurer’s undertaking to provide at least thirty (30) days’ written notice to the Lessor prior to the cancellation, modification or termination of the policy. The Lessee must provide the Lessor with the certificates of insurance or a statement of coverage before the signing of this Lease and upon each renewal at least thirty (30) days prior to the expiration date, and such insurance policies shall include an endorsement whereby the insurer waives its subrogation rights against the Lessor and its servants and agents/mandataries.

9.4.3 The Lessee shall not do any thing, take any action or keep on or near the Leased Premises any substance that might invalidate any insurance policy maintained by the Lessee or increase the risk of fire or the insurance rates covering the Leased Premises. The Lessee must comply with the requirements of insurers with the appropriate authority.

ARTICLE 10 **ENVIRONMENT**

10.1 The Lessee shall at all times during the term of the Lease comply in all respects with all applicable Legal Requirements in respect of the environment, and the Lessee shall be liable for environmental damages caused by it to the Leased Premises and resulting from the exercise of the rights conferred on the Lessee under the terms of this Lease.

10.2 The Lessee undertakes to use environmentally friendly products that have been previously approved by the Lessor for maintenance of the Leased Premises. The Lessee will adopt environmentally friendly practices in all of its activities. To this end, the Lessee undertakes to recycle, re-use and reduce the quantity of waste produced and to compost where feasible.

10.3 Furthermore, the Lessee shall not bring or allow to be brought onto all or a portion of the Leased Premises any hazardous substance or any substance which, if stored on or discharged from all or a portion of the Leased Premises, could contaminate the premises and/or contaminate any other property with which such substance could come into contact. For greater clarity, hazardous substance means any substance that is dangerous for humans, animals or plants and that requires corrective measures to remedy the environmental harm resulting from the existence of said hazardous substance.

10.4 Upon the expiration of the Lease or any other termination of the Lease or any renewal thereof, the Lessee agrees to restore the Leased Premises to the environmental condition to the satisfaction of Parks Canada.

ARTICLE 11 **COMPLIANCE WITH LEGISLATION AND REGULATIONS**

11.1 The Lessee must abide by and comply with the legislation and regulations enacted by the federal, provincial and municipal governments and other administrative authorities to which it is subject with regard to the use of the Leased Premises and the structures or improvements that are constructed or could be constructed on the Leased Premises and to the performance of any work the Lessee may carry out in accordance with this Lease.

11.2 The Lessee undertakes to obtain all necessary permits for the construction of new buildings, structures and improvements on the Leased Premises or for changes or repairs to those already located on the Leased Premises.

11.3 Without limiting the generality of the foregoing, the Lessee shall respect and comply with all provisions of the *Canadian Environmental Protection Act* and its regulations and guidelines as they pertain to the Leased Premises.

ARTICLE 12 **ASSIGNMENT AND SUBLETTING**

12.1 The Lessee may not assign any or all of its rights under this Lease, or sublet any part or all of the Leased Premises, without first obtaining the prior written consent of the Lessor in each case. The Lessor has sole discretion to withhold consent and is under no obligation to provide reasons for its refusal.

12.2 Any sublease granted with the prior written consent of the Lessor shall not relieve the Lessee of any liability with respect to the undertakings, terms or conditions of this Lease. It is therefore expressly agreed that the Lessee shall remain solidarily liable with the sub-lessee. The sub-lessee must agree in writing to comply with all of the terms and conditions of this Lease.

12.3 Any assignment made with the prior written consent of the Lessor shall, as of the effective date of the assignment, release the Lessee from liability with respect to this Lease, and the Lessor shall, as of the effective date of the assignment, deal with the Lessee's assignee with regard to all matters relating to this Lease. The Lessee undertakes to subject any subsequent transferee or assignee to the performance of the obligations the Lessee has undertaken with respect to the Lessor under this Lease. The Lessee undertakes to obtain from any subsequent transferee or assignee a written undertaking to assume in full all obligations under the Lease as of the date of the assignment. It is expressly understood that the assignment shall not relieve the Lessee of its liability, which shall survive, with respect to this Lease prior to the effective date of the assignment.

ARTICLE 13 **TERMINATION**

13.1 Termination following default by the Lessee

If, during the term of this Lease,

13.1.1 the Lessee fails to pay the rent as set forth in this Lease or the amounts due to the Lessor; or

13.1.2 the Leased Premises or the Lessor's Equipment are not used for the sole purposes expressly authorized; or

13.1.3 the Lessee fails to abide by, carry out, perform or meet, to the satisfaction of the Lessor, any and all of the undertakings, agreements, provisions, stipulations, obligations and conditions contained herein and which the Lessee is obligated to abide by, carry out, perform or meet; or

13.1.4 the Lessee becomes insolvent, makes an authorized assignment of its assets for the general benefit of its creditors, goes bankrupt, is placed in liquidation, takes advantage of or attempts to take advantage of any statute related to insolvency or bankruptcy, or if a receiver or trustee is appointed for the Lessee's assets or any part thereof; or

13.1.5 a writ of execution is issued pursuant to a final judgment against the Lessee or in relation to this Lease; or

13.1.6 the Lessee infringes any of the provisions of the applicable Legal Requirements; or

13.1.7 the Lessee fails to comply with the lease assignment or renewal provisions herein; or

13.1.8 the Leased Premises are used by any other person or for any purposes other than those set out in this Lease without the written consent of Her Majesty; or

13.1.9 the Lessee abandons the Leased Premises prior to the expiration of this Lease or any renewal thereof.

In the event of any default by the Lessee, as defined in clause 13.1, the Lessor may give written notice to the Lessee of the Lessor's intention to cancel the Lease, and the Lease shall be cancelled for all legal purposes as of the fifth (5th) day following such notice, in the event of a violation of any provisions relating to the payment of any monies, or as of the fifteenth (15th) day following such notice, in the event of any other default, without prejudice in all cases to the Lessee's remedying of any such default on notice given by the Lessor, but in all cases within the time limit specified in such notice.

In the event that this Lease is terminated, all rights of the Lessee will become null and void, and the Lessor may, without notice or any other form of legal proceeding, retake possession of the Leased Premises and the Lessor's Equipments.

Termination of this Lease will in no way impair the Lessor's right to recover any outstanding amounts or to exercise any other right following the breach of a covenant or undertaking set out in this Lease.

13.2 Termination for public purposes

If during the term of this Lease, the Leased Premises or a portion thereof are required by the Lessor for public purposes, the Lessor may terminate the Lease or its renewal at any time. The Lessor shall give the Lessee twelve (12) months written notice to this effect, signed by the Lessor or any authorized person.

ARTICLE 14 **RESTORATION AT THE END OF THE LEASE**

14.1 Restoration of Leased Premises

Upon expiry of this Lease or any renewal thereof, whether because the term has ended or otherwise, the Lessee must, in a peaceful manner, return the Leased Premises to the Lessor in a condition satisfactory to the Lessor. Despite the foregoing, the Lessor may require the Lessee to remove, at its own expense, any alterations, improvements or additions designated by the Lessor, and the Lessee must restore the Leased Premises to a condition satisfactory to the Lessor.

14.2 Lessee's Property

Upon expiry of this Lease or any renewal thereof, whether because the term has ended or otherwise, and on the condition that the Lessee has performed all of its obligations under the Lease,

the Lessee shall immediately remove, at its own cost and expense, all of its property and Lessee's Equipments from the Leased Premises. Where the Lessee fails to remove its property within a reasonable period of time as determined by the Lessor, said property shall be removed and the Leased Premises shall be restored to satisfactory condition by the Lessor at the Lessee's expense, or the Lessor may keep such property or dispose of it as it wishes, without paying compensation to the Lessee.

ARTICLE 15
NO PARTNERSHIP, ASSOCIATION OR JOINT VENTURE

The Lessor and the Lessee expressly disclaim any intention to create a partnership or an association, within the meaning of the *Civil Code of Québec*, or a joint venture. It is understood and agreed that nothing contained in this Lease nor any acts of the Lessee or the Lessor shall constitute, between the Lessor and the Lessee, a partnership or an association, within the meaning of the *Civil Code of Québec*, a joint venture or a mandate. The Lessee shall not represent itself to be an agent/mandatary of the Lessor. No party hereto shall have any authority to act for the other party hereto or to assume any of its pecuniary or other obligations or responsibilities.

ARTICLE 16
OFFICIAL LANGUAGES

The Lessee must provide its services to the public in connection with the performance of this Lease in both official languages of Canada. In addition, the Lessee must ensure that notices and printed materials, such as information signs, used for the purpose of informing the public are available at the Leased Premises in both official languages.

ARTICLE 17
NOTICE

Any notice and notifications shall be given in writing, unless notice to the contrary is given, and shall be delivered to the addressee, sent by electronic mail, served by bailiff or sent by registered mail to the respective representatives of the parties at the following addresses:

- a) in the case of the Lessor, to the following address:

Attention:

Parks Canada Agency

Madame Michèle Leblond
Directrice par interim
Unité de gestion de Québec
2, rue D'Auteuil
Québec (Québec) G1R 5C2

Téléphone : 418 648-7823
Courriel : michele.leblond@pc.gc.ca

- b) in the case of the Lessee, to the following address:

Attention:

Mr./Ms.
(Full address)
Telephone:
Fax:

or to any other address as either party may communicate to the other in writing. Any notice is deemed to have been received on the day on which it is delivered in the case of delivery or service, or on the day on which it is sent by registered mail or electronic mail, as long as a copy follows by mail.

ARTICLE 18 **GENERAL PROVISIONS**

18.1 The Lessor and the Lessee acknowledge that the preamble and the appendices referred to in this Lease are also an integral part thereof as though there were reproduced in full therein, and undertake to comply with them.

18.2 All headings in this Lease are for convenience of reference only and do not define, restrict or expand the scope or meaning of this Lease or any of its provisions.

18.3 Where several persons or companies are mentioned as Lessees, such persons or companies are jointly responsible for performing all obligations agreed to by the Lessee hereunder. Additionally, words importing the singular include the plural, and words importing the masculine gender include the feminine gender, and vice versa.

18.4 This Lease may be amended only by a written agreement of equal formality. Such agreement shall be signed by the parties to this Lease or by their successors or assigns.

18.5 Nothing in this Lease may be interpreted as being a waiver of any immunity whatsoever by His Majesty the King in right of Canada.

18.6 Time shall in all respects be of the essence for each and every of the terms, undertakings and conditions in this Lease.

18.7 A waiver by the Lessee or Lessor of any breach by either the Lessee or the Lessor of any of the undertakings herein shall not affect their rights in respect of any other or future breach by the Lessor or Lessee.

18.8 The successors and assigns of the Lessor and the Lessee shall be bound in the same manner as the Lessor and the Lessee by this Lease and by all undertakings, clauses, conditions and stipulations herein, as if they were parties to this Lease. Whenever in this Lease one of the parties hereto is referred to, such reference shall be deemed to include, in all relevant cases, the party's successors and assigns as if such successors and assigns were specifically designated. This clause shall not be interpreted as authorizing the Lessee to assign or transfer its rights under this Lease, except as stipulated and authorized in the Lease.

18.9 This Lease shall be interpreted and governed in accordance with the applicable laws of Quebec.

ARTICLE 19 **DISPUTE RESOLUTION**

In the event of a dispute arising out of or relating to this Lease that the parties are unable to resolve through discussion, including, without being limited to, any question as to its existence, interpretation, validity or termination, the parties agree to make every reasonable effort in good faith to resolve any such dispute through a multi-level procedure conducted in accordance with the following terms and conditions. The following clauses shall not affect the Lessor's termination rights contained in article 13 of this Lease.

Meetings, communications, negotiating positions and documents disclosed during negotiations or mediation, as well as settlement agreements, are considered by the parties as being confidential and communicated "without prejudice" for the purpose of settlement negotiations. Where necessary,

disclosure may take place only in the following circumstances: (i) if all the parties consent, (ii) if the information can be disclosed otherwise or is already in the public domain other than as a result of a breach of this clause, or (iii) if required by law, including pursuant to court orders or judgments. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the negotiations.

19.1 Negotiations

Either party may give written notice to negotiate to the other party, specifying the subject(s) of the dispute. Direct negotiations between representatives authorized by the parties to resolve said dispute or who have an expeditious means of obtaining the required authorization shall take place within ten (10) days of the date of delivery of the written notice to negotiate. Each party shall bear its own costs related to said negotiations.

19.2 Mediation

If the parties are unable to resolve all issues in dispute within sixty (60) days of the commencement of negotiations, or such other period as the parties may agree, the parties agree to submit the dispute to mediation and to bear the costs related thereto equally, including the mediator's fees, but not including their own costs.

The parties agree to choose a mediator jointly within five (5) days following the end of the negotiations. If they are unable to agree on the choice of mediator following the decision to submit their dispute to mediation, the mediator shall be chosen by the Institut de médiation et d'arbitrage du Québec.

Once the mediator is chosen, the parties undertake to commence mediation as soon as possible, or not more than ten (10) days after the mediation agreement is signed.

19.3 Arbitration

In the event that the parties are unable to settle the dispute within fifteen (15) days following the commencement of the mediation, or any other period agreed upon by the parties and the mediator, either party may notify the other party of its intention to request arbitration.

If within ten (10) days of this notice the parties cannot agree to go to arbitration, either party may apply to the court of competent jurisdiction to resolve the dispute.

If, within ten (10) days of this notice, the parties agree to go to arbitration, they shall enter into an arbitration agreement and undertake arbitration in accordance with the *Commercial Arbitration Act*, R.S.C. 1985, c. 17, 2nd Supp., or with any Act that replaces it. The parties shall bear in equal shares the cost of arbitration and the arbitrator's fees, not including their own costs.

Unless the Lessor and the Lessee agree otherwise in an arbitration agreement, the arbitration shall be conducted under the auspices of a single arbitrator, whom the Lessor and the Lessee agree to jointly select within ten (10) days of the conclusion of the mediation. If they cannot agree on the choice of arbitrator, the arbitrator shall be appointed in accordance with the procedure set out in Article 11 of the *Commercial Arbitration Code*, Schedule 1 to the *Commercial Arbitration Act*.

The arbitration will be confidential.

The arbitration award shall be final, enforceable and without appeal, and shall be binding on the Lessor and the Lessee, subject to the remedies provided in Chapter VII of the *Commercial Arbitration Code*, Schedule 1 to the *Commercial Arbitration Act*.

hereinafter referred to as the "Minister of Justice

IN WITNESS WHEREOF, the parties have signed as follows:

The Lessor has signed at _____, province of Quebec, this _____ day of the month of _____, two thousand XX (_____/_____/20XX).

HIS MAJESTY THE KING IN RIGHT OF CANADA

Witness

By:

Witness

The Lessee has signed at _____, province of Quebec, this _____ day of the month of _____, two thousand XX (_____/_____/20XX).

Witness

By:

Witness

SWORN STATEMENT — HER MAJESTY
CANADA
PROVINCE OF _____

I, the undersigned, _____, domiciled at _____
_____, in the
province of _____,

declare the following under oath:

1. **THAT I AM ONE OF THE WITNESSES TO THE SIGNING OF THE LEASE FOR
BY THE REPRESENTATIVE OF HIS MAJESTY THE KING IN RIGHT OF CANADA;**
2. **THAT I KNOW THE REPRESENTATIVE OF HIS MAJESTY THE KING IN RIGHT OF
CANADA, AND I KNOW THIS REPRESENTATIVE, AS WELL AS THE OTHER
WITNESS, TO BE OF THE AGE OF MAJORITY;**
3. **THAT I WAS PRESENT WITH THE OTHER WITNESS, ON THE
_____ DAY OF _____, TWO THOUSAND XX
(____/____/20XX), AT THE SIGNING OF THIS LEASE BY MR. OR MS. (INSERT
NAME).**

IN WITNESS WHEREOF, I have signed at _____, in the province of _
_____, this _____ day of _____, two thousand and XX
(____/____/20XX).

Signature of witness

DECLARED UNDER OATH BEFORE ME, at _____, in the province of _
_____, this _____ day of _____, two thousand and XX
(____/____/20XX).

SWORN STATEMENT — Lessee

CANADA

PROVINCE OF _____

I, the undersigned, _____, domiciled at _____
_____, in the province of _____
_____, declare the following
under oath:

1. THAT I AM ONE OF THE WITNESSES TO THE SIGNING OF THE LEASE FOR
.....;
2. THAT I KNOW THE REPRESENTATIVE(S) OF THE [INSERT NAME(S)]
CORPORATION, AND I KNOW SAID REPRESENTATIVE AND THE OTHER WITNESS
TO BE OF THE AGE OF MAJORITY;
3. THAT I WAS PRESENT WITH THE OTHER WITNESS ON THE
_____ DAY OF _____, TWO THOUSAND XXXX
(____/____/20XX), AT THE SINGING OF THIS LEASE BY [INSERT NAME(S)].

IN WITNESS WHEREOF, I have signed at _____, in the province
of _____, this _____ day of _____, two thousand XXXX
(____/____/20XX).

Signature of witness

DECLARED UNDER OATH BEFORE ME, at _____, in the province of _____
_____, this _____ day of _____, two thousand and XX
(____/____/20XX).

2.2 APPENDIX A

AUTHORIZATIONS (HIS MAJESTY)



Instrument of Delegation of Real Property Authorities

Parks Canada Agency



Parks Canada Parcs Canada

Canada

AUTHORIZATION FOR REAL PROPERTY

Canada National Parks Act (S.C. 2000, c. 32)

Historic Sites and Monuments Act (R.S.C., 1985, c. H-4)

Rouge National Urban Park Act (S.C. 2015, c. 10)

Federal Real Property and Federal Immovables Act (S.C. 1991, c. 50)

Canada Lands Surveys Act (R.S.C., 1985, c. L-6)

Dominion Water Power Act (R.S.C., 1985, c.W-4)

Authorization by the Minister of the Environment for the purposes of the Parks Canada Agency

Subject to sections 2, 3 and 4, I, the undersigned Minister of the Environment, do hereby:

1. (a) pursuant to the *Canada National Parks Act*, authorize the officer of the Parks Canada Agency set out in Column I of each Item of Schedule A, in relation to a park or historic place situated within the region set out in Column II of that Item, to exercise on my behalf, any power given to me by or under that Act
 - (i) to enter into agreements with federal and provincial ministers and agencies, local and Indigenous governments, bodies established under land claims agreements and other persons and organizations pursuant to subsection **10(1)** of the *Canada National Parks Act*,
 - (ii) to enter into agreements with a local or Indigenous government having jurisdiction on lands adjacent to a park for the supply of water from the park to any place on those adjacent lands pursuant to paragraph **10(2)(b)** of the *Canada National Parks Act*,
-

- (iii) to enter into agreements with any person located on lands in or adjacent to a park for the supply of water from the park to those lands for domestic purposes or for use in establishments providing services to park visitors pursuant to paragraph **10(2)(c)** of the *Canada National Parks Act*,
 - (iv) to terminate agreements for use of public lands with a provincial minister or agency if lands cease to be used as authorized pursuant to subsection **10(3)** of the *Canada National Parks Act*,
 - (v) to enter into leases and licences of occupation of, and easements or servitudes over, public lands in a park pursuant to subsection **15(1)** of the *Canada National Parks Act*,
 - (vi) to terminate or accept the surrender or resiliation of a lease of public lands in a park and to terminate or accept the relinquishment of a licence of occupation of such lands or an easement or servitude over such lands pursuant to subsection **15(3)** of the *Canada National Parks Act*,
 - (vii) to grant leases and licences of occupation of public lands pursuant to sections **3** and **18** of the *National Parks of Canada Lease and Licence of Occupation Regulations*,
 - (viii) to direct that a lease describe the public lands by reference to an explanatory plan approved by and in the custody of the Surveyor General pursuant to subparagraph **3(2)(b)(i)** of the *National Parks of Canada Lease and Licence of Occupation Regulations* and a metes and bounds description, or the equivalent thereof, pursuant to subparagraph **3(2)(b)(ii)** of the *National Parks of Canada Lease and Licence of Occupation Regulations*,
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- (ix) to amend a lease or licence of occupation of public lands pursuant to subsections **3(7)** and **18(13)** of the *National Parks of Canada Lease and Licence of Occupation Regulations*,
 - (x) to accept a surrender of a lease or licence of occupation of public lands pursuant to subsections **3(8)** and **18(14)** of the *National Parks of Canada Lease and Licence of Occupation Regulations*,
 - (xi) to enter into agreements authorized pursuant to subsection **20(1)** of the *National Parks General Regulations* with a municipality or water district adjacent to a park for the supply of water from the park,
 - (xii) to enter into agreements authorized pursuant to subsection **20(2)** of the *National Parks General Regulations* with persons residing on land adjacent to a park for the supply of water from a park for domestic purposes and for the use in establishments providing tourist accommodation,
 - (xiii) to enter into agreements authorized pursuant to subsection **38(a)** of the *National Parks General Regulations* for the development, operation and maintenance of telephone, telegraph, electrical, other than hydro-electrical, and natural gas services for use in the park,
 - (xiv) To enter into agreements authorized pursuant to subsection **38(b)** of the *National Parks General Regulations* and the *Dominion Water Power Act* for the development, operation and maintenance of hydro-electric power for use only in the park,
 - (xv) to enter into agreements authorized pursuant to subsection **11(1)** of the *National Historic Parks General Regulations* with
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a municipality or water district adjacent to a park for the supply of water from the park,

- (xvi) to enter into agreements authorized pursuant to subsection **11(2)** of the *National Historic Parks General Regulations* with persons residing on land adjacent to a park for the supply of water from the park for domestic purposes and for use in establishments providing tourist accommodation,
 - (xvii) to enter into agreements authorized pursuant to section **34** of the *National Historic Parks General Regulations* for the development, operation and maintenance in a park of a telephone, telegraph, natural gas and electrical, other than hydro-electrical, services for use only in the park,
 - (xviii) respecting the consent to the sublease of any lease or the consent to the assignment of any lease or agreement issued or made by virtue of any power referred to in subparagraphs **(i)** to **(xvi)**, inclusive of this paragraph,
 - (xix) respecting the amendment, termination, or renewal of any lease, licence or agreement issued or made by virtue of any power referred to in subparagraphs **(i)** to **(xvi)**, inclusive of this paragraph;
- (b) pursuant to the *Historic Sites and Monuments Act*, authorize the officer of the Parks Canada Agency set out in Column I of each Item of Schedule A, in relation to a historic place situated within the region set out in Column II of that Item, to exercise on my behalf, any power given me by or under that Act
- (i) to acquire, by purchase, lease or otherwise, any historic places, or lands for historic museums, or any interest therein, with the
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approval of the Treasury Board pursuant to subsection **3(d)** of the *Historic Sites and Monuments Act*,

- (ii) respecting the consent to the sublease of any lease or the consent to the assignment of any lease or agreement issued or made by virtue of any power referred to in subparagraph **(i)** of this paragraph, and
 - (iii) respecting the amendment, termination or renewal of any lease, licence or agreement issued or made by virtue of any power referred to in subparagraph **(i)** of this paragraph;
- (c) pursuant to the *Rouge National Urban Park Act*, authorize the officer of the Parks Canada Agency set out in Column I of Items 1, 2, 3, 4, 5, 6, 11, 12, 15 and 16, of Schedule B, in relation to an urban park situated within the region set out in Column II of that Item, to exercise on my behalf, any power given to me by or under that Act
- (i) to enter into agreements with other federal and provincial ministers and agencies, local governments, Indigenous organizations, and other persons and organizations for the purposes of the management of the park pursuant to section **11** of the *Rouge National Urban Park Act*,
 - (ii) to enter into leases, grant easements and issue licences of occupation pursuant to subsection **13(1)** of the *Rouge National Urban Park Act*,
 - (iii) to terminate or accept the surrender of a lease and terminate or accept the relinquishment of an easement or a licence of occupation pursuant to subsection **13(3)** of the *Rouge National Urban Park Act*, and
-

- (iv) to dispose of public lands or a right or interest in public lands in the park to a federal or provincial authority, including the Toronto and Region Conservation Authority, or to a municipal authority, if the disposal is required for the purposes of the installation or maintenance of public infrastructure, including public utilities or transportation corridors pursuant to subsection **16(1)** of the *Rouge National Urban Park Act*,
 - (d) pursuant to section **3** of the *Federal Real Property and Federal Immovables Act*, authorize the officer of the Parks Canada Agency set out in Column I of each Item of Schedule A, to exercise on my behalf
 - (i) with respect to the authorities set forward in items 1 to 4 hereunder, any power given to me by or under the *Federal Real Property and Federal Immovables Act*, including the power to sign a Crown grant, licence, or agreement, for the implementation of a transaction that relates to a park, historic site, or marine conservation area situated within the region set out in Column II of that Item and that has been authorized by or under:
 - (1) sections **3** and **18** and subsections **3(7)**, **3(8)**, **18(13)**, and **18(14)** of the *National Parks of Canada Lease and Licence of Occupation Regulations*,
 - (2) subsections **20(1)**, **20(2)**, **38(a)**, and of the *National Parks General Regulations*,
 - (3) sections **34** and subsections **11(1)**, **11(2)** of the *National Historic Parks General Regulations*, and
 - (4) subsection **3(d)** of the *Historic Sites and Monuments Act*.
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- (ii) any power given to me, by or under the *Federal Real Property and Federal Immovables Act*, including the power to sign an instrument that relates to a specified real property transaction and to real property situated within the region set out in Column II of that Item;

 - (e) pursuant to section **3** of the *Federal Real Property and Federal Immovables Act*, authorize the officer of the Parks Canada Agency set out in Column I of Items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 16 of Schedule B, to exercise on my behalf any power given by or under that Act, including the power to sign an instrument that relates to a lease or licence of a canal in Column II;

 - (f) pursuant to section **3** of the *Federal Real Property and Federal Immovables Act*, authorize the officer of the Parks Canada Agency set out in Column I of Items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 16 of Schedule B, to exercise on my behalf any power given to me by or under that Act to sign an instrument for the implementation of a transaction that has been authorized by or under subparagraph 1(d)(ii) of this authorization and that relates to a canal in column II;

 - (g) pursuant to section **3** of the *Federal Real Property and Federal Immovables Act*, authorize the officer of the Parks Canada Agency set out in Column I of each Item set out in column II of that Item of Schedule A, in relation to a park, historic site or geographical area, to exercise on my behalf any power given to me by or under subsections **5(1)**, **5(2)**, **5(4)**, **5(5)** and section **6** of that Act, to sign leases or licences authorized by or under
 - (i) sections **3** and **18** and subsections **3(7)**, **3(8)**, **18(13)**, and **18(14)** of the *National Parks of Canada Lease and Licence of Occupation Regulations*,
 - (ii) subsections **20(1)**, **20(2)**, **38(a)**, and of the *National Parks General Regulations*,
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- (iii) section **34** and subsections **11(1)**, **11(2)** of the *National Historic Parks General Regulations*, and
 - (iv) subsections **4(1)** and paragraphs **4(2)(a)** and **4(2)(b)** of the *Federal Real Property and Federal Immovables Regulations*, insofar as specified real property transactions are concerned;
- (h) pursuant to the *Federal Real Property and Federal Immovables Act*, authorize the officer of the Parks Canada Agency set out in Column I of each Item of Schedule A, in relation to a park or historic place situated within the region set out in Column II of that Item, to exercise on my behalf, any power given to me by or under that Act
- (i) to grant federal real property or concede federal immovables by an instrument of grant or an act of concession in a form satisfactory to the Minister of Justice pursuant to paragraph **5(1)(b)** of the *Federal Real Property and Federal Immovables Act*
 - (ii) to grant federal real property or concede federal immovables by any instrument of grant or act of concession by which, under the laws in force in the province in which the property is situated, may be transferred by a natural person pursuant to subsection **5(2)** of the *Federal Real Property and Federal Immovables Act*,
 - (iii) to grant by an instrument or concede by an act, a lease of federal real property or of a federal immovable pursuant to subsection **5(4)** of the *Federal Real Property and Federal Immovables Act*,
 - (iv) to sign an instrument of grant or act of concession which grants federal real property or concedes federal immovables,
-

other than letters patent pursuant to subsection **5(5)** of the *Federal Real Property and Federal Immovables Act*,

- (v) to sign a licence in respect of federal real property pursuant to section **6** of the *Federal Real Property and Federal Immovables Act*,
 - (vi) to transfer to Her Majesty in right of a province, by instrument satisfactory to the Minister of Justice, the administration and control of the entire or any lesser interest of Her Majesty in any federal real property, either in perpetuity or for any lesser term pursuant to subsection **5(1)** of the *Federal Real Property and Federal Immovables Regulations*,
 - (vii) to accept on behalf of Her Majesty a transfer of the administration and control satisfactory to the Minister of Justice of the entire or any lesser interest of Her Majesty in right of a province in any real property, including such transfers made by grant, vesting order or other conveyancing instrument, either in perpetuity or for any lesser term pursuant to subsection **5(2)** of the *Federal Real Property and Federal Immovables Regulations*,
 - (viii) to transfer the administration of any federal real property to another Minister or to an agent corporation pursuant to paragraph **6(1)(a)** of the *Federal Real Property and Federal Immovables Regulations*, and
 - (ix) to accept the transfer of the administration of any federal real property from another Minister or from an agent corporation pursuant to paragraph **6(1)(c)** of the *Federal Real Property and Federal Immovables Regulations*,
-

- (j) pursuant to subsection **29(3)** of the *Canada Lands Surveys Act*, authorize the officer of the Parks Canada Agency set out in Column I of each Item of Schedule A in relation to public lands administered by the Parks Canada Agency situated within the region set out in Column II of that Item, to exercise on my behalf, any power given to me by or under that Act;
- (k) pursuant to the *Dominion Water Power Act*, authorize the officer of the Parks Canada Agency set out in Column I of Items 1, 2, 6 and 9 of Schedule B to exercise on my behalf, any power given to me by or under that Act and regulations; and
- (l) pursuant to section 13 of the *Dominion Water Power Act*, designate the position of the Director of Water Power and its designated authorities to the position of Director, Ontario Waterways with the Parks Canada Agency to exercise the authorities designated to the Director of Water Power under that Act and regulations.

2. In this Authorization,

- (a) "specified real property transaction" means, with respect to subparagraphs **1(d)(ii)** and **1(g)(iv)** of this Authorization
 - (i) an acquisition or disposition (as defined by section 2 of the *Federal Real Property and Federal Immovables Regulations*) of real property, or an option for such an acquisition or a disposition;
 - (ii) the giving or acquiring of a licence (as defined by section 2 of the *Federal Real Property and Federal Immovables Act*), or the relinquishment or acceptance of relinquishment of such a licence;
-

- (iii) the provision of utilities and other services on or for federal real property and the imposition of fees, charges and rates for those services;
 - (iv) a transfer of administration and control of federal real property and an acceptance of a transfer of administration and control;
 - (v) a transfer of administration of federal real property and an acceptance of a transfer of administration; and
 - (vi) a transfer of administrative responsibility for a licence and an acceptance of a transfer of administrative responsibility.
3. This Delegation supersedes all prior delegations heretofore executed in relation to the *Canada National Parks Act*, the *Historic Sites and Monuments Act*, the *Federal Real Property and Federal Immovables Act*, the *Canada Lands Surveys Act* or the *Dominion Water Power Act*.
4. This Authorization remains in force until it has been withdrawn in writing by the Minister of the Environment.

Dated this 6th day of AUGUST, 2021.



Jonathan Wilkinson
Minister of the Environment

SCHEDULE A

<u>ITEM</u>	<u>COLUMN I</u>	<u>COLUMN II</u>
1.	Chief Executive Officer	All properties in Canada
2.	Senior Vice-President, Operations	All properties in Canada
3.	Vice-President, Strategic Policy and Planning or equivalent official(s) with responsibilities related to real property	All properties in Canada
4.	Senior Designated Real Property Official	All properties in Canada
5.	Executive Director, Investment Management or equivalent official(s) with responsibilities related to real property	All properties in Canada
6.	Director, Realty Services or equivalent official(s) with responsibilities related to real property	All properties in Canada
7.	Director, Workplace Solutions and Security or equivalent official(s) with responsibilities related to accommodations	All properties in Canada
8.	Executive Director, Operations	All properties within their area of operation
9.	Director, Waterways	All properties within their area of operation
10.	Field Unit Superintendent	All properties within their area of operation
11.	Superintendent	All properties within their area of operation
13.	Senior Realty Advisor, Realty Manager or equivalent official(s) with responsibilities related to real property	All properties within their area of operation

SCHEDULE B

ITEM	COLUMN I	COLUMN II
1.	Chief Executive Officer	All properties in Canada
2.	Senior Vice-President, Operations	All properties in Canada
3.	Vice-President, Strategic Policy and Planning or equivalent official(s) with responsibilities related to real property	All properties in Canada
4.	Senior Designated Real Property Official	All properties in Canada
5.	Executive Director, Investment Management or equivalent official(s) with responsibilities related to real property	All properties in Canada
6.	Executive Director, Ontario and Waterways	All properties in Ontario and all Waterways
7.	Executive Director, Quebec and Nunavut	All properties in Quebec and Nunavut
8.	Executive Director, Atlantic	All properties in Atlantic Canada
9.	Director, Ontario Waterways	All properties on the Ontario Waterways
10.	Director, Quebec Waterways	All properties on the Quebec Waterways
11.	Director, Realty Services or equivalent official(s) with responsibilities related to real property	All properties in Canada
12.	Director, Workplace Solutions and Security or equivalent official(s) with responsibilities related to accommodations	All properties in Canada
13.	Field Unit Superintendent, Northern Ontario	All properties in the Northern Ontario Field Unit
14.	Field Unit Superintendent, Cape Breton	All properties in the Cape Breton Field Unit
15.	Field Unit Superintendent, Rouge National Urban Park	All properties in the Rouge National Urban Park Field Unit
16.	Senior Realty Advisor, Realty Manager or equivalent official(s) with responsibilities related to real property	All properties within their area of operation

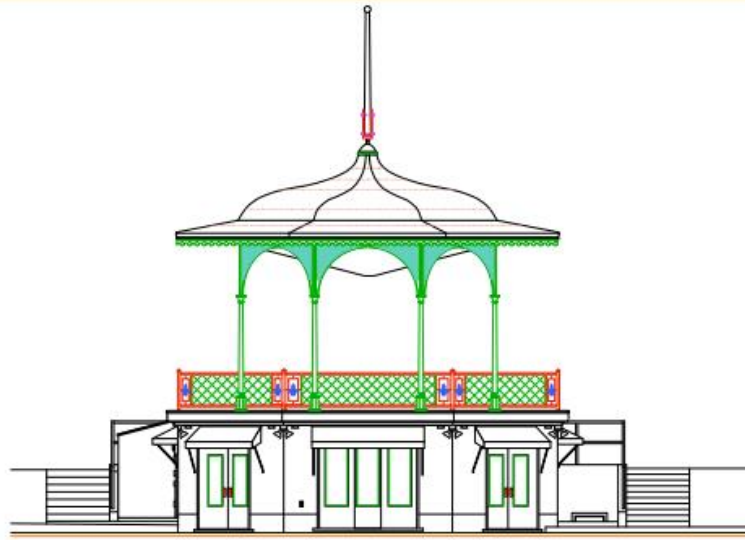
2.3 APPENDIX B

RESOLUTION (*CORPORATION or OTHER*)

2.4 APPENDIX C - PLAN OR SKETCH

3D View

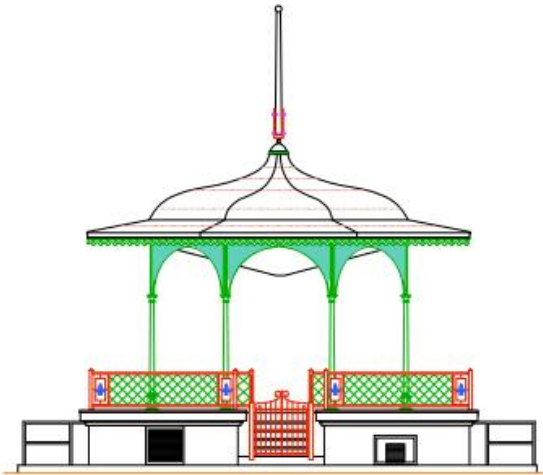




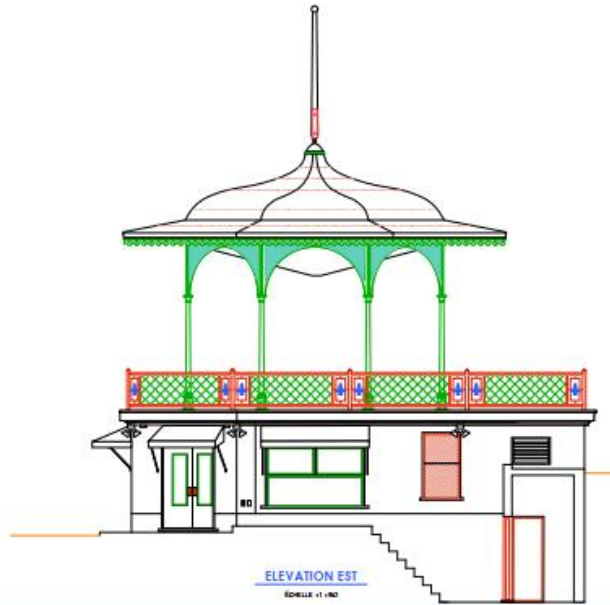
ELEVATION SUD
ÉCHELLE 1/100



ELEVATION OUEST
ÉCHELLE 1/100

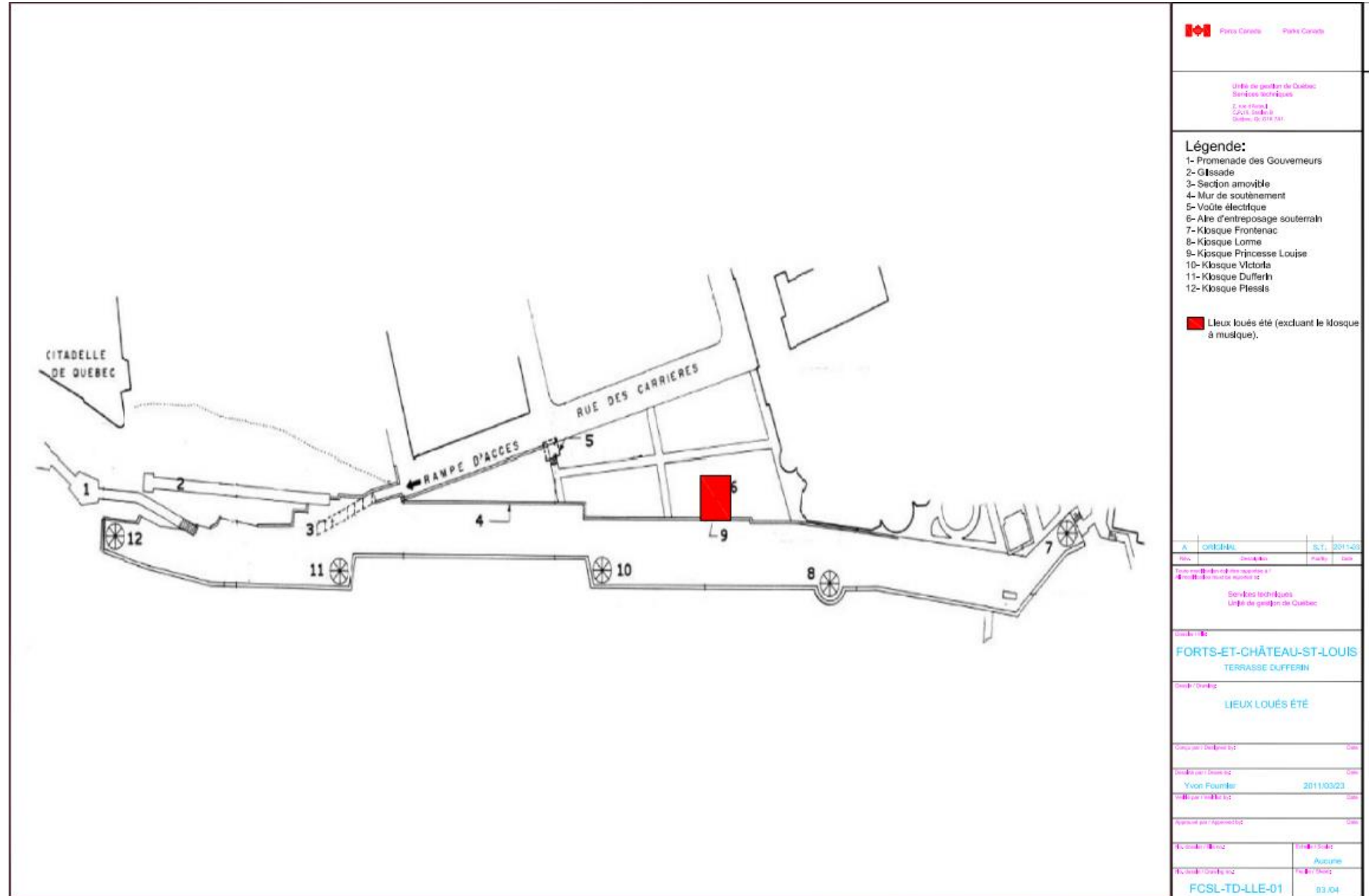


ELEVATION NORD
ÉCHELLE 1/100

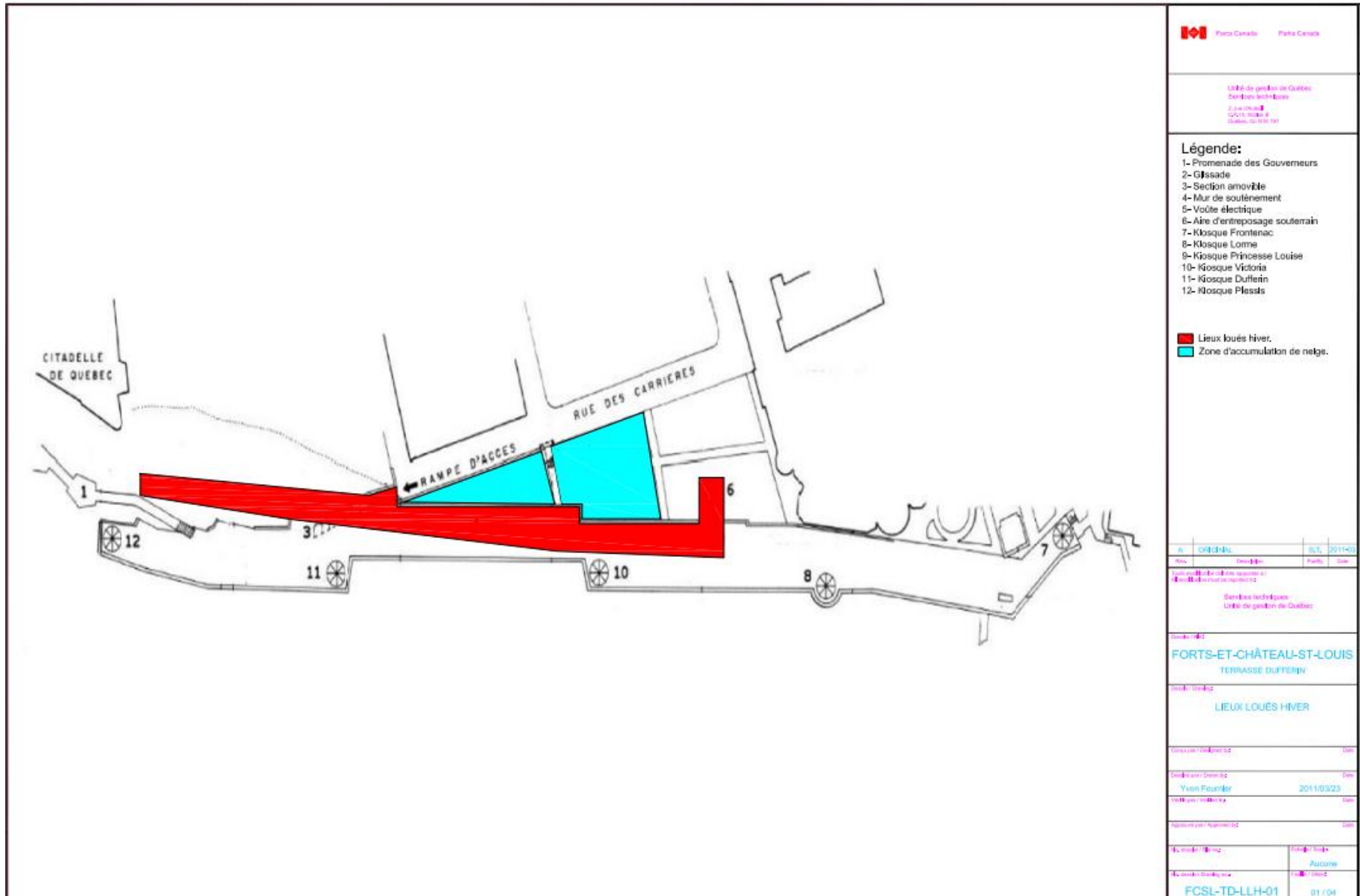


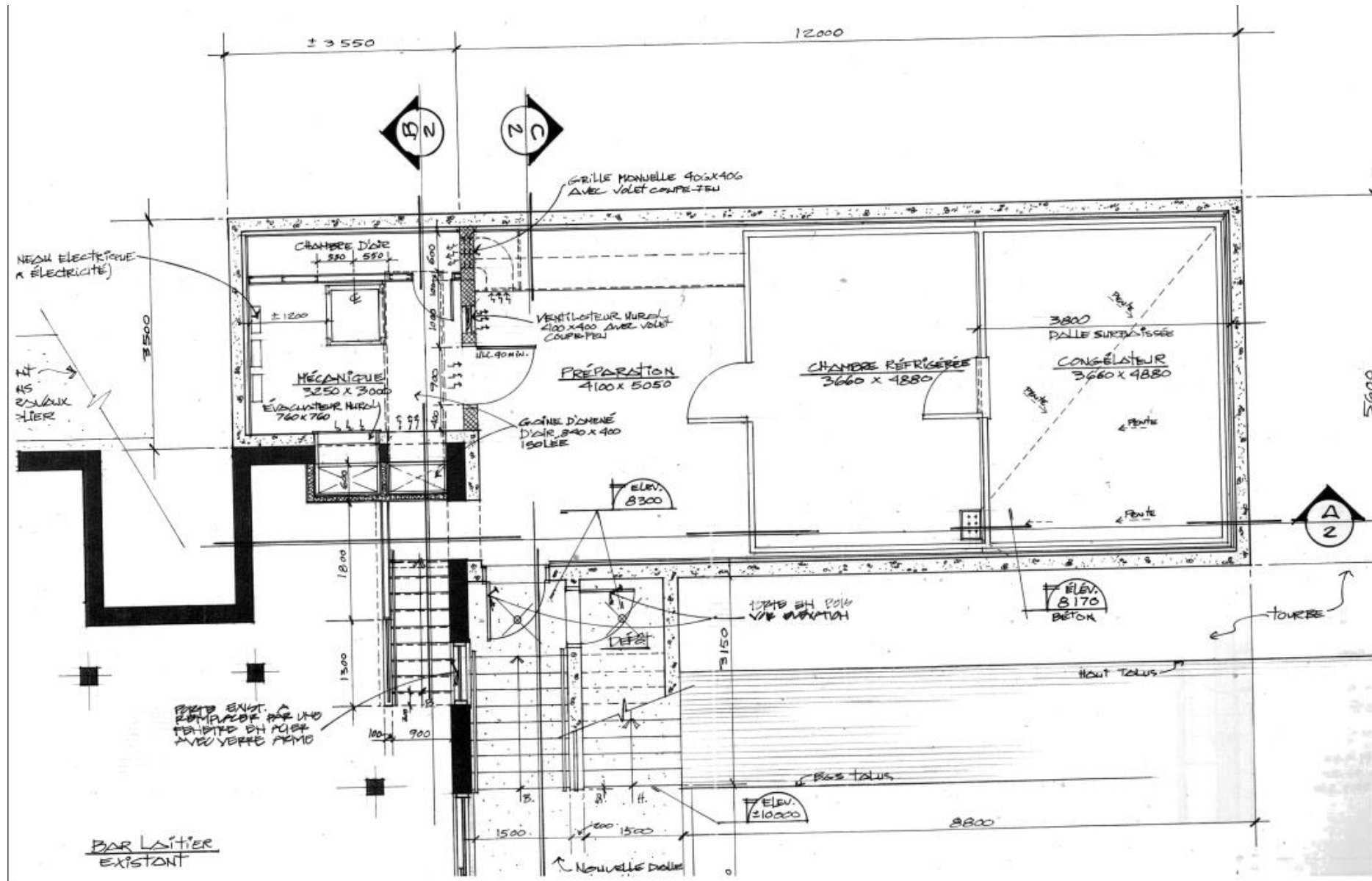
ELEVATION EST
ÉCHELLE 1/100

Services Immobiliers (MRC) / Real Property Services (MRC)	
Location: <input type="text"/>	
Classification: <input type="text"/>	
A. No. de détail: <input type="text"/> A. Detail No.: <input type="text"/>	
B. Localisation: <input type="text"/> B. Location: <input type="text"/>	
C. Sur feuille No.: <input type="text"/> C. On sheet No.: <input type="text"/>	
CONCEPTION: <input type="text"/> DESIGN: <input type="text"/>	
Conçu par: ANDRÉF / Designed by:	
Dessiné par: RICHARD PAGUET / Drawn by:	
Validé par: ANDRÉ STALLÉN GAYARD / Checked by:	
Chargé de projet: ANDRÉ STALLÉN GAYARD / Project manager by:	
VALÉRIE PARC / VALIDATED BY:	
Chargé de projet: ANDRÉ STALLÉN GAYARD / Project manager:	
Directeur de projet: PIERRE PARC / Project director:	
Projet: L.H.N. DU CANADA DES FORTIFICATIONS-DE-QUÉBEC	
TERRASSE DUFFERIN KIOSQUE PRINCESSE LOUISE	
Unité de Gestion de Québec	
Titre de dessin: PLAN ÉLÉVATIONS / Drawing title:	
Date: AOÛT 2009 / Date:	
Échelle: INDICÉE / Scale: 1/2	
No. de référence: 106 / 34 / RE. 1-008 / Reference No.:	
Plan: CAD 2008 / Rev. 0	



N.	ORIGINE	S.T.	2011-03
10	Division	Plan	100
<p>Projet de loi en vertu de la Loi sur l'accès à l'information</p> <p>Services techniques Unité de gestion de Québec</p>			
<p>FORTS-ET-CHÂTEAU-ST-LOUIS TERRASSE DUFFERIN</p>			
<p>LIEUX LOUÉS ÉTÉ</p>			
Date de mise à jour:		Date	
Date de révision:		Date	
Yvon Fournier		20110323	
Date de révision:		Date	
Approuvé par l'approbation:		Date	
Niveau de priorité:		Aucune	
Niveau de priorité:		Haute	
FCSL-TD-LLE-01		03-04	









2.5 APPENDIX D

Lessor's Equipments

List of Equipment Provided by Parks Canada

Princess Louise Kiosk

- Electrical box

Slide

- Structure including steel and wood
- Electrical box
- Lift device (This device is on site, but is non-functional. If Lessee wishes to use it, Lessee shall be responsible for all costs for its restoration.)
- Sled starting device
- Water supply for spraying
- Lighting system
- Protective railings

2.6 APPENDIX E

Description The operation of a Light Food Service (without frying)

2.7 APPENDIX F

Lessee's Equipments

3.0 PROPOSAL EVALUATION

Proponents must comply with all of the guidelines and answer all of the questions below. Responses to the guidelines and questions will be used to evaluate proposals against the evaluation criteria for the rated requirements. The successful proposal will be selected based on the highest scoring eligible proposal from the rated requirements including the financial proposal score (see Appendix 1 - Proposal Evaluation Grid).

Only responses to the guidelines and questions provided will be considered in the evaluation process. Proponents may, however, submit references or additional information to support their Proposal.

3.1 Mandatory Requirements

Mandatory requirements are the **minimum requirements** that proposals must meet to be eligible. Any Proposal that deviates from any of the mandatory requirements, as determined by the evaluation committee, will be deemed non-compliant and will be rejected.

Proponents must insert the information or attach the information requested in the forms included in this RFP. No changes may be made to the forms. Any Proposal containing such amendments, either on the face of the form or elsewhere, may be rejected.

3.1.1 Mandatory Requirement 1: Proponent Information

The Proponent must fill out and sign Appendix 2 – *Proposal Form and Requirements* (attached to this RFP) and provide the information requested:

- a) Name(s) of individual(s), company name or name of Proponent's partnership;
- b) Contact information:
 - Last name, first name, title
 - Telephone number
 - Email address
 - Business address
- c) Incorporated Proponents or Proponents associated with an incorporated partner must provide:
 - i. A copy of the company's certificate of incorporation;
 - ii. Their business number;
 - iii. A copy of the company's certificate of status;
 - iv. A copy of the resolution of the Board of Directors of the company authorizing the signatories to file a Proposal.

3.1.2 Mandatory Requirement 2: Financial Resources

As the successful Proponent will be required to pay an annual fee and a percentage of annual gross revenues to Parks Canada for the right to operate and use Agency facilities and properties, the successful Proponent shall:

- a) Provide detailed financial information demonstrating that it has the financial resources to meet all requirements throughout the term of the Occupancy Lease;
- b) Demonstrate a credible and proven track record of meeting financial obligations.

3.2 Rated Requirements

The evaluation grid below, as well as the details that follow, presents the scores and criteria that will be evaluated.

Proposals meeting all mandatory requirements will then be evaluated against the Rated Requirements: Proponents must provide information on each of the point-rated evaluation criteria as outlined in the Rated Requirements below. Points will be assigned as described in the following sections. The minimum overall passing score is 60% (120/200).

RATED REQUIREMENTS	Max available points
PROPONENT'S COMMERCIAL AND OPERATIONAL EXPERIENCE	30
SERVICES OFFERED	70
BUSINESS PLAN	50
ENVIRONMENTAL STEWARDSHIP	20
FINANCIAL PROPOSAL	30
TOTAL	200

3.2.1 Proponent's Commercial and Operational Experience – 30 points

Proposals will be evaluated based on the information provided, which must include the following: / 30 points for all the information

- a) A description of the proposed management team's expertise and experience, including knowledge, skills, capabilities and an organizational chart illustrating the company's organizational structure;
- b) A description of the Proponent's operational experience and its relationship to the proposed service offering, including detailed information on the size of the operation, company name, geographic location, number of years in operation, number of employees, and other references;
- c) Any other related or relevant business and operational experience.

3.2.2 Services Offered – 70 points

Parks Canada seeks to provide visitors with multiple opportunities to enjoy the Forts and Château Saint-Louis National Historic Site through the high quality and branded services offered at the Princess Louise Kiosk and the operation of the Dufferin Terrace slide. The evaluation of the Rated Requirement will be based on the detailed description of the services that the Proponent proposes to provide as part of the Proposal. The evaluation of the Rated Requirement shall take the following into account:

/ 35 points for this part

- a) The quality and number of services and menus offered;
- b) High-quality services that are consistent with the Parks Canada brand and the originality of the Minimum Service Requirements Proposal;
- c) The promotion of local and regional products;
- d) The quality and the service offer proposed to the operation of the slide on Dufferin Terrace;
- e) The attractive potential of the Proposal's services;

- f) If applicable, a description of the accreditations that the Proponent holds or intends to obtain for the services offered in the Proposal (e.g., **ÉCORESPONSABLE™** certification);
- g) Any other relevant information.

The Proposal shall describe, in sufficient detail, the infrastructure, equipment, and physical and human resources that will be used to deliver the proposed services, including:
/ 35 points for this part

- a) A description of the services and menus that will be offered.
- b) A description of the facilities and/or upgrades to the interior of the Princess Louise Kiosk;
- c) A description of the integration of local and regional products in its offer. This may include innovative ways to offer or showcase products and/or collaborations with area businesses in the products it offers.
- d) A description of the equipment, other than that provided by Parks Canada, that is proposed to be used for the services offered including the operation of the slide;
- e) A description of how client and visitor reception and movement will be managed;
- f) A list of all required approvals and authorizations necessary to provide any proposed service.

3.2.3 Business Plan – 50 points

Proponents will be required to submit a business plan that addresses, in reasonable detail, at least the following: / 4 points for each criterion and 10 points for the last

- a) A market analysis to support the development of proposed services, including how these services will meet the needs and expectations of visitors to the Forts and Château St. Louis National Historic Site
- b) A description of the proposed investment in equipment and infrastructure;
- c) A description of the planned capacity, hours of operation, schedule and seasonal adjustments of the operations while adhering to the required minimum schedule and hours
- d) An analysis of personnel, operational, administrative and other costs including proposed rates and pricing strategies;
- e) Calculations of revenue generation potential, including an explanation of how the numbers were derived, assumptions made, potential risks and mitigation measures. An annual financial forecast covering the term of the Lease shall be included; a breakdown of projected revenues and expenses shall be provided for each year;
- f) The revenue monitoring system to be used, including revenue verification and reporting capabilities;
- g) The organization's marketing principles and policies and a description of the target markets for the services offered;
- g) Proposed advertising and promotional programs (including, but not limited to, paid media, public relations, web and social media);
- h) Planned annual marketing and promotion investment (budget);
- i) Any other relevant marketing information.
- j) Complete, detailed business plan that clearly demonstrates how sustainability will be achieved (10 points)

3.2.4 Environmental Stewardship – 20 points

Parks Canada is committed to leadership in environmental stewardship and sustainable development. As part of this commitment, Proponents must provide a description of their environmental stewardship plans. This plan must address the following elements:

/ 2 points for each criterion

- a) Identify environmental aspects, potential environmental emergencies associated with the services offered and proposed measures to mitigate risks;
- b) Reduce fuel/energy consumption;
- c) Reduce greenhouse gas (GHG) emissions;
- d) Prevent halogenated hydrocarbon emissions;
- e) Reduce light pollution;
- f) Reduce waste production; promote recycling and composting;
- g) Limit the impact and use of packaging;
- h) Promote the use of local, organic and healthy products;
- i) Use environmentally friendly products, made of recycled or reusable materials;
- j) Any other relevant environmental stewardship and sustainable development information.

3.2.5 Financial Proposal for the Occupancy Lease with Parks Canada – 30 points

Parks Canada collects a fee for private use of its lands and enters into an agreement with the Lessees

As part of this Occupancy Lease, the successful Proponent shall pay to Parks Canada the annual base amount of **FORTY THOUSAND SEVEN HUNDRED dollars (\$40,700.00) and a minimum percentage of EIGHT percent (8%)** of the successful Proponent's Gross Revenues, for each year covered by the Lease.

In the context of this RFP, Proponents have the option of proposing percentages above the minimum percentage of EIGHT percent (8%) of Gross Revenue for additional points. The Proponents must indicate the percentages of their Gross Revenue that they are willing to pay to Parks Canada from all activities authorized by the Occupancy Lease. For evaluation purposes, the Proponents must use the table provided in Appendix 3 of this RFP and enter the percentage of Gross Revenues they are willing to contribute to Parks Canada on an annual basis for the duration of the Occupancy Lease, including the option years.

% of revenue

- Higher than 8%. / 20
- Equal to 8%. / 10

The annual percentages proposed by the successful Proponent in Appendix 3 of this RFP shall be incorporated into the Occupancy Lease.

4.0 PROCEDURES AND DEADLINES FOR SUBMISSIONS

4.1 Submissions

Proponents must submit their Proposal electronically and must be able to combine all Proposal attachments into a single PDF document. **The document shall contain the required information as indicated in the Templates provided in Appendices 2 and 3.**

The maximum size allowed for the submission document must not exceed 15 megabytes (MB). It is the responsibility of the Proponent to ensure that the email does not exceed this limit. The Proponent is responsible for any errors in the transmission or receipt of the email offer due to file size.

Emails containing links to Proposal documents will not be accepted.

Proposals should be sent as email attachments.

Attachments must be clear and legible and pages should be Letter (8 ½ X 11") or Legal (8 ½ X 14") size.

The submission should be presented in separate sections as follows:

- Section I: Proposal Form and Requirements – Appendix 2
- Section II: Mandatory Requirements
- Section III: Rated Requirements
- Section IV: Financial Proposal – Appendix 3

Delivery shall be made electronically to the address indicated in Section 4.4. Any Proposal of inadequate format, inadequate size, unintelligible, infected or otherwise unreadable will be rejected.

4.2 Deadline for Submission of Proposals

Proposals must be received by the closing time and date. The deadline for submission of Proposals is as follows:

DATE: February 3, 2023 at 4:00 p.m.

It is the responsibility of the Proponents to ensure that their Proposals are received at the specified email address by the closing date and time. Proposals received after the closing date and time indicated in this RFP will not be considered and will be deemed non-compliant.

4.3 Extension of the Deadline for Submission of Proposals

Parks Canada may, at its sole discretion, extend the deadline for submission of Proposals by a reasonable period of time. Where applicable, information will be disseminated in the same manner as when the RFP was issued.

4.4 Address for Submission of Proposals

The Proposal should be submitted as follows:

To: contratsquebec-quebeccontracts@pc.gc.ca

Subject: Request for Proposal: **Parks Canada-B23-0701**

Amély Jomphe
Administrative Agent
Québec Field Unit

An acknowledgement of receipt will be sent to you once the integrity of your deliver has been verified.

APPENDIX 1 - Proposal Evaluation Grid

Proposal Evaluation Form (for use by Parks Canada)

Bidder	
Project name	
Request for Proposal (RFP) number	

Mandatory Requirements ¹	Details of requirements	Yes	No
O1. Respect of deadlines	Respect of closing time and date.		
O2. Proponent information	Name(s) of individual(s), company name or name of Proponent's partnership.		
	Contact information: last name, first name, title, phone, email, business address.		
	If incorporated: Copy of certificate of incorporation, company number, copy of statute, resolution of the board of directors.		
O3. Financial resources	Provide detailed financial information demonstrating that it has the financial resources to meet all requirements throughout the term of the Occupancy Lease.		
	Demonstrate a credible and proven track record of meeting financial obligations.		

Rated requirements	Max available points	Minimum number of points	Rating	Comments (Strengths and weaknesses)
C1. Proponent's commercial and operational experience	30	18		
C2. Services offered	70	42		
C4. Business plan	50	30		
C5. Environmental stewardship	20	12		
C6. Financial proposal	30	See financial proposal weighting method		

Result of Rated Requirements	Maximum number of points	Minimum number of points	Overall rating	Proposal rank
Total number of points (C1+C2+C3+C4+C5+C6)	200	120*		

Note: The minimum overall passing score is 60% (120/200).

¹If a mandatory requirement is not met, the evaluation process ends and the proposal is rejected.

Evaluation Committee:

Name and title of evaluator 1			
Date		Signature	

Name and title of evaluator 2			
Date		Signature	

Name and title of evaluator 3			
Date		Signature	

RATED REQUIREMENTS RESULT SCALE	
Point	Description (No half points or partial points can be awarded)
0	Unsatisfactory. No details were provided.
1 to 40	Explanation of how the supplier will meet requirements is limited, incomplete or irrelevant. The approach and methodology lack structure and coherence; few details are provided and some of the secondary aspects are not addressed. Significant gaps identified. The bidder does not demonstrate the minimum ability to meet all of the main aspects of the requirements.
41 to 80	Explanation of how the supplier will meet the requirements lacks precision, relevance or consistency. The approach and method are often disorganized and illogically presented. Significant gaps identified. The bidder may have at least the ability to address the secondary aspects of the requirements, but does not demonstrate the minimum ability to meet all the main aspects of the requirements.
81 to 120	Acceptable and adequate explanation of how the bidder intends to meet the requirements. The approach and methodology are structured and consistent; while most of the important details are provided, there are several minor deficiencies in the purpose and intended outcomes of the requirements. Some of the secondary aspects are not addressed with clarity. The bidder demonstrates that it has the minimum acceptable ability to meet most aspects.
121 to 160	Clear and easy to understand explanation of how the bidder will meet the requirements. The approach and methodology are structured, relevant, and consistent, and most of the details are provided; there are minor gaps in the purpose and expected outcomes of the requirements. The bidder demonstrates that it has the ability to successfully meet all aspects of the requirements.
161 to 200	Detailed, thorough and accurate explanation of how the bidder will meet the requirements. The approach and method are structured, relevant and consistent, and all necessary details are provided. No deficiencies are noted. The bidder demonstrates an understanding of the purpose and expected results of the requirements. It demonstrates that it has the ability to successfully comply with all aspects of the requirements.

FINANCIAL PROPOSAL WEIGHTING METHOD

As part of the Occupancy Lease, the successful Proponent will be required to pay Parks Canada an annual base fee of **and a minimum percentage of 8% of gross revenues which is set out in the RFP**. If the proposal includes a fee below this amount, it will be deemed non-compliant and will be rejected outright.

In the context of this RFP, Proponents have the option of proposing percentages above the minimum percentage of Gross Revenue for additional points. The Proponents must indicate the percentages of their Gross Revenue that they are willing to pay to Parks Canada from all activities authorized by the Occupancy Lease. For evaluation purposes, Proponents should use the following table to enter the percentages of Gross Revenue they are willing to contribute to Parks Canada on an annual basis.

The minimum accepted percentage is **8%**. (Decimal not allowed) Points will be awarded based on the cumulative average of the proposed gross revenue percentages for the term of the Occupancy Lease including option years.

Operating seasons	% of Proponent's proposed gross annual revenue* (Decimal not allowed.)
2023-2024	%
2024-2025	%
2025-2026	%
2026-2027	%
2027-2028	%
2028-2029	%
2029-2030	%
2030-3031	%
2031-2032	%
Cumulative average	%

Option years

APPENDIX 2 – Offer Form and Requirements

OFFER FORM

I/We, _____
(Name of Proponent – person(s), company or partnership)

Contact person _____
(Last name, first name, title)

Telephone number _____

Email address _____

Business address _____

Having reviewed the RFP documents and fully understanding the scope of work and the terms and conditions to be met, hereby submit/submit this Proposal and offer/offer to enter into an Occupancy Lease within a specified time period for the right to operate a Light Food Service and operate a slide located on the Dufferin Terrace at the Saint-Louis Forts and Châteaux National Historic Site in strict compliance with the said documents and such other detailed instructions and directions as may be provided from time to time, and to pay to Her Majesty once a year, in consideration of the foregoing right, **FORTY THOUSAND SEVEN HUNDRED dollars (\$40,700) and a minimum of EIGHT PERCENT (8%)** of the gross annual revenues, unless such amount is greater, in accordance with my/our Financial Proposal attached hereto.

I/We understand and agree that the above offer is irrevocable for the period of sixty (60) days following the deadline for submission of proposals.

I/we understand and agree that the Occupancy Lease includes the right to provide Light Food Services at the Princess Louise Kiosk and to operate the slide in accordance with the terms and conditions set forth in this RFP and that, if my/our Proposal is accepted, it is agreed that I/we will execute an Occupancy Lease in accordance with the terms and conditions of the documents contained in this RFP within thirty (30) days of the acceptance of my/our Proposal.

Signature _____

Date: _____

APPENDIX 3 – Financial Proposal

FINANCIAL PROPOSAL

As stated in the Request for Proposal, Parks Canada charges rent for the private use of its lands and enters into an agreement with the Licensees based on an annual base rent and a percentage of Gross Revenues agreed upon with the successful Proponent for the term of the Occupancy Lease.

As part of this concession, the successful Proponent shall pay to Parks Canada an annual base rent of **\$40,700.00 and EIGHT percent (8%) minimum** of gross annual revenues, unless greater, for each year covered by the Occupancy Lease.

In the context of this RFP, Proponents have the option of proposing percentages above the minimum percentage of 8% of Gross Revenue for additional points. The Proponents must indicate the percentages of their Gross Revenue that they are willing to pay to Parks Canada from all activities authorized by the real property agreement. For evaluation purposes, Proponents should use the following table to enter the percentages of Gross Revenue they are willing to contribute to Parks Canada on an annual basis.

Bidders may not make any changes to the table. Any Proposal containing such changes may be rejected at the sole discretion of Parks Canada.

Operating seasons	% of Proponent's proposed gross annual revenue (Decimal not allowed.)
2023-2024	%
2024-2025	%
2025-2026	%
2026-2027	%
2027-2028	%
2028-2029	%
2029-2030	%
2030-2031	%
2031-2032	%
Cumulative average	%

Option years

* The minimum percentage of annual gross revenue accepted for this RFP is **8%** (Decimal not allowed.).